

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA**

IN RE:

JAKE NMN TAYLOR,

DEBTOR.

**Case No.: BK-11-80431-TRC
Chapter 13**

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT OF
PROPERTY, OR ALTERNATIVELY AND BRIEF IN SUPPORT THEREOF**

COMES NOW WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS INDENTURE TRUSTEE FOR MSCC HELOC TRUST 2007-1, (hereinafter referred to as Movant), and pursuant to the provisions of Title 11 U.S.C. Section 361, 362 and 554, moves the Court to grant it relief from the automatic stay and order of abandonment of the subject property. In support of its Motion, Movant alleges and states as follows:

1. That the original makers, for a good and valuable consideration, made, executed and delivered to the Payee a certain written promissory note; a true copy of said note is hereto attached, marked Exhibit "A" and made a part hereof.

2. As a part of the same transaction, and to secure the payment of said note and the indebtedness represented thereby, the said makers, being then the owners of the real estate hereinafter described, made, executed and delivered to the Payee, a real estate mortgage in writing, and therein and thereby mortgaged and conveyed to said mortgagee the following described real estate situated in Leflore County, State of Oklahoma, to-wit:

The East half (E/2) of the Southeast Quarter (SE/4) of Section five (5), Township three (3) North, Range twenty-two (22) East of the I.M., LeFlore County, Oklahoma
a/k/a Rural Route One, Talihina, OK 74571

with the buildings and improvements and the appurtenances, hereditaments and all other rights thereunto appertaining or belonging, and all fixtures then or thereafter attached or used in connection with said premises. A true and correct copy of said mortgage is attached hereto, marked Exhibit "B" and made a part thereof.

3. Movant is duly authorized to bring this action.

4. Default has been made upon said note and mortgage. As of March 12, 2012, the loan is due for the June 11, 2010, and subsequent payments with an outstanding principal balance of \$99,991.67 plus accruing interest, attorney fees, costs and expenses, and other allowable charges.

5. An Agreed Order Confirming Plan was filed on June 28, 2011 allowing the Debtor to sell his scheduled real estate property upon authorization of the Court after notice and opportunity of the sale. The property has not been sold as of March 12, 2012.

6. The mortgage of Movant constitutes a valid lien against the mortgaged property, prior and superior to any right, title, lien, estate or interest of the Debtor or Estate.

7. Movant will suffer irreparable injury, loss and damage unless the automatic stay is terminated so as to permit Movant to commence with its foreclosure action.

8. Notice of the Motion will be afforded to the Trustee, the Debtor and to all parties claiming an interest in the subject property as listed below in accordance with Misc. Order 43(8)(B) and (C).

9. That the Trustee shall cease all payments to Movant as required by the Chapter 13 plan in the event that the requested relief is granted.

WHEREFORE, Movant moves the Court for an Order vacating or modifying the automatic stay herein as provided by 11 U.S.C. Section 362 and directing the Trustee herein to abandon the

mortgaged property as authorized by 11 U.S.C. Section 554 so as to permit Movant and other interested parties to enforce their liens against the mortgaged property

WELLS FARGO BANK, N.A.
SUCCESSOR BY MERGER TO WELLS
FARGO BANK MINNESOTA, N.A., AS
INDENTURE TRUSTEE FOR MSCC
HELOC TRUST 2007-1,

By: s/ROBERT HAUGE
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